

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

COMPLETE TITLE OF CASE:

MICHAEL BLUMER,

Appellant

v.

AUTOMOBILE CLUB INTER-INSURANCE EXCHANGE
D/B/A AAA INSURANCE.

Respondent

DOCKET NUMBER WD72753

DATE: March 29, 2011

Appeal From:

Circuit Court of Boone County, MO
The Honorable Kevin Micajah Joseph Crane, Judge

Appellate Judges:

Division Three
Cynthia L. Martin, P.J., James Edward Welsh, and Gary D. Witt, JJ

Attorneys:

William D. Rotts, Columbia, MO

Counsel for Appellant,

Attorneys:

Michael R. Baker, Columbia, MO

Counsel for Respondent

**MISSOURI APPELLATE COURT OPINION SUMMARY
MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

**MICHAEL BLUMER, Appellant, v. AUTOMOBILE
CLUB INTER-INSURANCE EXCHANGE D/B/A AAA
INSURANCE, Respondent**

WD72753

Boone County

Before Division Three Judges: Martin, P.J., Welsh, and Witt, JJ.

Michael Blumer appeals the circuit court's judgment that Blumer's claim for uninsured motorists benefits under a policy issued by Automobile Club Inter-Insurance Exchange (d/b/a AAA Insurance) is limited to a total of \$50,000. Blumer contends that the circuit court erred in relying upon an exclusion in the policy, which excluded uninsured motorist coverage if the insured was operating a vehicle that is owned but not insured under the policy, to limit his coverage.

AFFIRMED

Division Three holds:

(1) The exclusion at issue attempts to exclude uninsured motorist coverage if the insured is injured while operating a vehicle that is owned, but not insured, under the policy. The exclusion must be read in the context of Part C of the policy which first requires that there be "bodily injury" sustained by a covered person and caused by an accident. The exclusion is not ambiguous.

(2) The exclusion, however, is in conflict with the Motor Vehicle Financial Responsibility Law and must be applied so that it conforms to the statutes. Any attempt by Automobile Club to exclude uninsured motorist coverage because Blumer was driving a vehicle owned by Blumer but not insured by Automobile Club is void as against public policy. The exclusion, therefore, is invalid, but only to the extent of the limits required by the Motor Vehicle Financial Responsibility Law. Blumer is entitled to recover the statutory minimum of \$25,000 per vehicle and may stack the coverage for each of the two vehicle insured by Automobile Club.

Opinion by James Edward Welsh, Judge

March 29, 2011

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THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.